

## **MEMORANDUM OF UNDERSTANDING**

Among

**THE STATE OF NEVADA**

And

**THE STATE OF IDAHO**

And

**THE STATE OF UTAH**

And

**THE STATE OF WYOMING**

Concerning:

Fuels Management and Wildland Fire Rehabilitation

### **I. Purpose:**

The Purpose of this memorandum of understanding (MOU) among the States of Nevada, Idaho, Utah, and Wyoming (hereafter referred to collectively as “the States”) is to outline and formulate a cooperative plan to ensure the continued support efforts for wildland fire fuels management, and rehabilitation efforts within the States.

Nearly every year, the States experience devastating wildland fire seasons, losing millions of acres of native vegetation. After each season, the States are faced with the daunting task of rehabilitating the burned areas. The burned lands previously provided vital habitat for wildlife, grazing for livestock, watershed protections and recreation values. In many areas the recovery of these lands will be significantly hampered by invasive species such as cheatgrass, red brome and other annual grasses and exotic vegetation. It will take years for these lands to recover if they recover at all. The States recognize that by working cooperatively, they can pool resources to counter the adverse affects of fire, invasive species, and other ecologically disruptive changes in vegetation conditions.

## **II. Procedures:**

The States mutually agree to:

- A. Create a bipartisan, multi-state working group that will review and apply proven methods of wildland fire fuels management, prevention and rehabilitation through sound scientific practices on both public and private lands. At the end of each calendar year, the working group will provide the States with a work plan detailing the work accomplished in the prior year, and the goals of the group for the upcoming year.
- B. Coordinate efforts to identify and utilize fire-resistant species of vegetation to be used in seeding efforts to mitigate the effects of wildland fires, keeping in mind that any such species must remain beneficial to wildlife and livestock. Caution must be exercised so as not to introduce a new invasive species of vegetation to a region, and native species of vegetation must be utilized when appropriate.
- C. Coordinate efforts to produce, store and, if necessary, share the needed fire-resistant species of vegetation to be used in reseeding efforts.
- D. Create demonstration areas in each of the States to determine the effectiveness of mitigation and rehabilitation efforts, and to share any results and findings from such efforts with the other States.
- E. Urge the appropriate Federal agencies to provide the appropriate resources, including appropriate clearances under the National Environmental Policy Act, to allow the States to accomplish their goals under this MOU through the Western Governor's Ten-Year Wildfire Strategy, the National Fire Plan, and existing State and Private Forestry Programs.
- F. Work with the appropriate Federal agencies to obtain written commitments that will allow the States to effectively accomplish their goals under this MOU through the Western Governor's Ten-Year Wildfire Strategy, the National Fire Plan, and existing State and Private Forestry Programs.
- G. Provide for the consistent and effective communications under this MOU and any other instruments approved by the States.
- H. Evaluate all existing instruments in each of the States pertaining to wildland fire issues and determine whether it would be advantageous for the States to enter into more formal instruments or compacts in order to aid efforts towards wildland fire fuels management, suppression, prevention, and rehabilitation.

## **III. Administration:**

It is mutually agreed and understood by all the States that:

- A. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds in excess of available appropriations.
- B. This MOU in no way restricts the States from participating in similar activities with other public or private agencies, organizations, and individuals.
- C. The States and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner. Each of the States will determine for itself what level of resource utilization is appropriate to implement and carry out this MOU.
- D. Nothing in this MOU shall obligate the States to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various state agencies and offices will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- E. This MOU is not intended and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any of the States against any other State, its agencies, its officers, or any person.
- F. The States will attempt to resolve any conflicts concerning procedures in this MOU through staff at the operational level. If a resolution cannot be reached, the conflict will be referred to successively high levels as necessary for resolution.
- G. Upon request by any of the parties, all parties shall review this agreement to assure that it continues to reflect the appropriate understandings and procedures to provide for current needs and capabilities.
- H. The terms of this MOU may be renegotiated at any time at the initiative of any of the States after providing a 30 day notice to the other parties.
- I. Any of the States may propose changes to the MOU during its term by providing written notification to the other States. Such changes will be in the form of an amendment and will become effective upon signature of the States.
- J. Any of the States may terminate their involvement under this MOU upon providing a 30 day written notice of such termination to other States.

K. The principal contacts for this instrument are:

For Nevada: Kenneth Mayer  
Executive Director  
Nevada Department of Wildlife  
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For Utah: Michael Styler  
Executive Director  
Utah Department of Natural Resources  
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For Idaho: William Bishop  
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(208) 422-3044 FAX

For Wyoming: Bill Crapser  
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Wyoming State Forestry Division  
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bcraps@state.wy.us

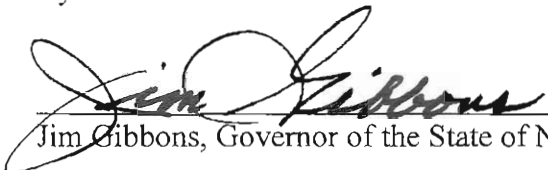
L. By signature below, the signer certifies that the individuals listed in this document as representatives of the signer are authorized to act on behalf of their respective states for matters related to this agreement.

M. This MOU will become effective upon the **latest signature date** and will be effective for 5 years from that date.

**IV. Approvals:**

FOR THE STATE OF NEVADA

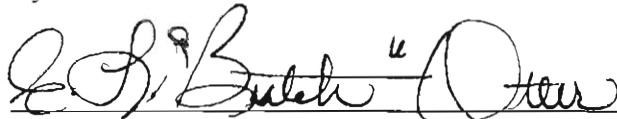
By:

  
Jim Gibbons, Governor of the State of Nevada

Nov. 20, 2007  
Date

FOR THE STATE OF IDAHO


By:

  
Butch Otter, Governor of the State of Idaho

Oct 2, 2007  
Date

FOR THE STATE OF UTAH

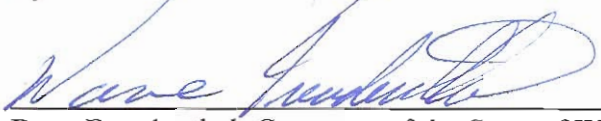
By:

  
Jon Huntsman, Jr., Governor of the State of Utah

Nov 5, 2007  
Date

FOR THE STATE OF WYOMING

By:

  
Dave Freudenthal, Governor of the State of Wyoming

10/30/07  
Date

THE PARTIES HERETO have executed this instrument.